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Mitch Fredrick Singer

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PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

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SUITE 2100

SAN DIEGO, CA 92101

EXAMINER

JOO, JOSHUA

ART UNIT

PAPER NUMBER

2154

NOTIFICATION DATE

DELIVERY MODE

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ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No. 10/687,357	Applicant(s) SINGER ET AL.	
	Examiner JOSHUA JOO	Art Unit 2154	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 February 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-21 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-21 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 15 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>12/06/07, 02/08/08</u> . | 6) <input type="checkbox"/> Other: _____ |

Detailed Action

1. This Office action is in response to communication dated 02/08/2008.

Claims 1-20 are presented for examination.

Response to Arguments

2. Applicant's arguments filed 1/10/2008 have been fully considered but they are not persuasive.

Applicant argued that:

3. (1) According to Applicant's specification, the bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Applicant respectfully disagrees with the Examiner's assertion that "Diehl teaches binding to hub networks."

4. In response, it is respectfully noted that the features upon which applicant relies (i.e., content bound to a network is represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network and can only be played or presented through a compatible compliant device that is a member of that hub network) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Diehl teaches of controlling the copy of content on a network and copying content to devices (Page 3, lines 28-37. Page 4, lines 4-12). The content is controlled and limited to networks, and therefore considered as "bound" to the network.

Information Disclosure Statement

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5. The information disclosure statement (IDS) submitted 12/06/2007 and 02/08/2008 are in compliance with the provisions of 37 CFR 1.97. Accordingly, the information disclosure statement is being considered by the examiner.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 1-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Barton et al. WO 01/65862 (Barton hereinafter), in view of Diehl et al. WO 01/75876 (Provided in IDS dated 10/25/2004, Diehl hereinafter).

8. As per claim 1, Barton teaches substantially the invention as claimed including a network media environment, comprising:

a first hub network including a first server and a first client, and said first server is connected to said first client (Page 6, lines 4-5. DVR 110 comprises a server component. Page 7, lines 13-16; Page 12, lines 9-11. DVR requests content, so the DVR functions also as a client. It is inherent that the DVR's server and client components are connected.);

a second hub network including a second server and said first client, and said second server is connected to said first client (Page 14, lines 24-29. DVR 110 is connected to other DVRs, e.g. 760, 770.), such that said first hub network and said second hub network overlap (DVR 110 is to connected both networks.);

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wherein said first client stores first content “for” said first hub network and stores second content “for” said second hub network (Page 4, lines 19-26. DVR 110 stores content such as data stream. Page 14, lines 24-29; page 15, lines 17-19. DVR 110 stores content that may be transferred to other DVRs.).

9. Barton does not specifically teach of content bound to networks.

10. Diehl teaches of a system for binding content to networks (Page 3, lines 28-37. Device permits copy of content to other devices. Page 4, lines 4-12. Device determines whether copy is authorized.).

11. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the content as taught by Barton to be bound to networks as taught by Diehl. The motivation for the suggested combination is that Diehl’s teachings would improve Barton’s teachings by allowing digital rights management set by content creators in order to provide protection of content.

12. As per claim 15, Barton teaches substantially the invention as claimed including a network media environment, comprising:

a first hub network including a first server and a first client, and said first server is connected to said first client (Page 6, lines 4-5. DVR 110 comprises a server component. Page 7, lines 13-16; Page 12, lines 9-11. DVR 110 requests content, so the DVR also functions as a client. It is inherent that the DVR’s server and client components are connected.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap (Page 14, lines 24-29. DVR 110 is connected to other DVRs, e.g. 760, 770. DVR 110 is to connected both networks.);

wherein said first server stores first content in a first source version of locked content data, said first server stores a first root license “for” said first hub network for said first source version (Abstract. Page 4, lines 19-24. DVRs including DVR 110 store content.), said second server stores second content

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in a second source version of locked content data, said second server stores a second root license “for” said second hub network for said second source version (Page 14, lines 24-29. DVR 110 stores content that is sent to another DVR for storage. Page 17, lines 3-7. Protections rules are applied to media stream and the streams are associated with copy protection.), said first client receives said first content streamed from said first source version by said first server (Abstract; Page 4, lines 19-29. DVR component receives stream outputted from component storing/receiving the stream.), and said first client receives said second content streamed from said second source version by said second server (Abstract; page 15, lines 23-27. Content may be transferred between DVRs.).

13. Barton does not specifically teach of content bound to networks.

14. Diehl teaches of a system for binding content to networks (Page 3, lines 28-37. Device permits copy of content to other devices. Page 4, lines 4-12. Device determines whether copy is authorized.).

15. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the content as taught by Barton to be bound to a network as taught by Diehl. The motivation for the suggested combination is that Diehl’s teachings would improve Barton’s teachings by allowing digital rights management set by content creators in order to provide protection of content.

16. As per claim 16, Barton teaches substantially the invention as claimed including a network media environment, comprising:

a first hub network including a first server (Page 6, lines 4-5. DVR 110 comprises a server component. Page 7, lines 13-16; Page 12, lines 9-11. DVR 110 requests content, so the DVR also functions as a client. It is inherent that the DVR’s server and client components are connected.);

a second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and said second hub network overlap (Page

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14, lines 24-29. DVR 110 is connected to other DVRs, e.g. 760, 770. DVR 110 is to connected both networks.);

wherein said first server stores a first license and a first version of locked content data, and said first version stores first content, said first server stores a second license (Abstract. Page 4, lines 19-24. DVRs including DVR 110 store content.) and a second version of locked content data, and said second version stores second content (Page 14, lines 24-29. DVR 110 stores content that is sent to another DVR for storage. Page 17, lines 3-7. Protections rules are applied to media stream and the streams are associated with copy protection.).

17. Barton does not specifically teach of said first license is bound to said first hub network, and said second license is bound to said second hub network.

18. Diehl teaches of binding content having a corresponding license and binding the license to the network (Page 3, lines 28-37. Content may be copied when permitted. Page 5, lines 16-23. Content is attached with permission or prohibition information. The content and the information are bound.).

19. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for said license and said second license as taught by Barton to be found to respective networks. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

20. As per claim 18, Barton teaches substantially the invention as claimed including a hub network, comprising:

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a server storing a root license and a source version of locked content data (Abstract. Page 4, lines 19-24. DVRs including DVR 110 store content. Page 17, lines 3-7, 16-21. Content is associated with protection rules.);

a client connected to said server (Page 7, lines 13-16; Page 12, lines 9-11. DVR 110 requests content, so the DVR also functions as a client. It is inherent that the DVR's server and client components are connected.), and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data (Page 4, lines 19-24; page 14, lines 24-26. DVR 110 stores received content, i.e. a copy of content, and also sends certain content to other devices, i.e. another copy of content. Page 17, lines 3-7. Protections rules are applied to media stream, i.e. content, and the streams are associated with copy protection.);

wherein said source version of locked content data stores first content (Page 4, lines 19-24; page 14, lines 24-26. DVR 110 stores content.), said first sub-copy version stores said first content (Page 4, lines 19-24. Component in DVR 110 sends content to another component for delivery to a device, e.g. TV or DVR, which is a copied content.), said second sub-copy version stores second content and said second license for another hub network (Page 4, lines 19-24; page 14, lines 24-26. DVR 110 stores content and sends certain content to other devices. It is inherent that DVR 110 stores more than one content. The certain content is also a copy.).

21. Barton does not specifically teach of said root license is bound to said hub network, said first license is bound to said hub network, and said second license is bound to another hub network.

22. Diehl teaches of binding content having a corresponding license and binding the license to the network (Page 3, lines 28-37. Content may be copied when permitted. Page 5, lines 16-23. Content is attached with permission or prohibition information. The content and the information are bound.).

23. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for said license and said second license as taught by Barton to be found to

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respective networks. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

24. As per claim 2, Barton teaches the network media environment of claim 1, wherein said first server, said first client, and said second server are each devices but not specifically compliant devices. Barton also does not specifically teach that a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network.

25. Diehl teaches of compliant devices, wherein a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network (Page 3, lines 28-37. Device prohibits reading of content. Page 8, lines 6-9. Device will not supply data that is illegal.).

26. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for a compliant device that is a member of a hub network that will not present bound content that is not bound to that hub network. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

27. As per claim 3, Barton and Diehl taught of binding content to the network. Barton and Diehl further teach the network media environment of claim 1, wherein said first client stores said first content in a first sub-copy version of locked content data having a first license bound to said first hub network and stores said second content in a second sub-copy version of locked content data having a second license bound to said second hub network (Page 4, lines 19-28; page 14, lines 24-29. DVR stores received content, i.e. a copy version. DVR also stores content for transmission to other devices, i.e. another copy version. Page 17, lines 3-7. Protections rules are applied to media stream and the streams

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are associated with copy protection.).

28. As per claims 4 and 21, Barton does not specifically teach the invention of claims 3 and 18, wherein said first client is a compliant device, and a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network.

29. Diehl teaches of a client that is a compliant device and a compliant device that is a member of a hub network will present bound content that is not bound to that hub network (Page 3, lines 28-37. Device prohibits reading/replay and copying of content, i.e. content that is bound. Page 8, lines 6-9. Device will not supply data that is illegal.).

30. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first client as taught by Barton to be a compliant device, and wherein a compliant device that is a member of a hub network will present bound content that is not bound to that hub network. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

31. As per claim 5, Barton does not specifically teach the network media environment of claim 3, wherein each sub-copy version has a corresponding license that is bound to only one hub network.

32. Diehl teaches of a copied version that has a corresponding license that is bound to only one hub network (Page 3, lines 28-37. Prohibit reading. Page 8, lines 13-16. Data is copied once or not be copied. And as such, it is bound to only the network with the data.).

33. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the sub-copy version to have a corresponding license that is bound to only

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one hub network. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

34. As per claim 6, Barton teaches the network media environment of claim 1, wherein said first server stores said first content "for" said first hub network (Page 4, lines 19-26. DVR 110 stores content such as data stream.), and said second server stores said second content "for" said second hub network (DVR 110 stores content that may be transferred to other DVRs.). Barton does not specifically teach that content are bound to networks.

35. Diehl teaches of a system for binding content to networks (Page 3, lines 28-37. Device permits copy of content to other devices. Page 4, lines 4-12. Device controls whether copy is authorized.).

36. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the content as taught by Barton to be bound to networks as taught by Diehl. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

37. As per claim 7, Barton teaches the network media environment of claim 6, wherein said first server stores said first content in a first source version of locked content data, and said second server stores said second content in a second source version of locked content data (Abstract. DVRs store content. Page 17, lines 3-11. Media stream comprises protection rules.).

38. As per claim 8, Barton teaches the network media environment of claim 7, wherein said first source version has a corresponding first root license bound to said first hub network, and said second source version has a corresponding second root license bound to said second hub network (Page 17, lines

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3-7. Media stream are associated with content protection rules such as copy protection and encryption.). Barton teachings of content having corresponding license but does not specifically teach of binding license to the networks.

39. Diehl teaches of binding content having a corresponding license and binding the license to the network (Page 3, lines 28-37. Content may be copied when permitted. Page 5, lines 16-23. Content is attached with permission or prohibition information. The content and the information are bound.).

40. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first and second source version to have corresponding licenses bound to the network. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

41. As per claim 9, Barton teaches the network media environment of claim 1, wherein said first hub network defines a first local environment based on said first server, and said second hub network defines a second local environment based on said second server (Page 14, lines 24-29; page 15, lines 17-19. DVR receives and transmits data to other devices, including another DVR. The DVRs form home networks by connection and transmission of content, and thus have local environments.).

42. As per claim 10, Barton teaches the network media environment of claim 9, wherein a local environment for a hub network is a limited area defined relative to the server in that hub network (Page 14, lines 24-29; page 15, lines 17-19. DVR receives and transmits data to other devices, including another DVR. The environment is limited to the devices connected to the DVR.).

43. As per claim 11, Barton teaches the network media environment of claim 9, wherein a local

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environment for a hub network is a limited logical area defined relative to the position of the server in that hub network (Page 14, lines 24-29; page 15, lines 17-19. DVR 110 is connected to other devices on the network. The network formed by connections from the DVR to other devices is a logical area and is determined by the network position of the server.).

44. As per claim 12, Barton teaches the network media environment of claim 9, wherein a local environment for a hub network is defined by travel time of packets within that hub network (Page 14, lines 24-29; Page 5, lines 13-16, 22-25. DVR 110 and other devices including PDA receive and communicate packets to other devices, which defines an environment. PDA's wireless connection to network is determined travel time of packet. It is inherent that the time of travel is associated with the packets.).

45. As per claim 13, Barton teaches the network media environment of claim 1, wherein said first hub network has a first local environment (Page 6, lines 4-5. Page 7, lines 13-16; Page 12, lines 9-11. DVR 110 sends and receives content.), said second hub network has a second local environment (Page 14, lines 24-29. DVR 110 is connected to other DVRs, e.g. 760, 770.), and said first local environment and said second local environment overlap such that said first sever, said first client, and said second server are each in both the first local environment and the second local environment (DVR 110 may receive content and send content to other DVRs, and as such, the networks are commonly connected.).

46. As per claim 14, Barton teaches the network media environment of claim 1, wherein said first client is connected to a terminal device for presenting content (Page 1, lines 25-29; fig. 1. DVR 110 connected to TV.). Barton does not specifically teach said terminal device is not a member of said first hub network and is not a member of said second hub network.

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47. Barton teaches of a terminal device that is not a member of a first hub network and is not a member of said second hub network (Page 4, lines 15-22. A device receives content and determines that the device is not authorized for playing or unable record content.).

48. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to include a terminal device that is not a member of a first hub network and is not a member of said second hub network. The motivation for the suggested combination is that Diehl's teachings would improve Barton's teachings by allowing digital rights management set by content creators in order to provide protection of content.

49. As per claim 17, Barton teaches the network media environment of claim 16, wherein said second server stores a third license and a third version of locked content data, said third version stores said second content, and said third license is bound to said second hub network (Page 14, lines 24-27; page 15, lines 17-22. DVRs may send content to other DVRs. Page 17, lines 8-21. Media stream, i.e. content, is associated with copy protection information. A DVR stores content associated with copy protection from another DVR, e.g. DVR 110. The content is a third version and comprises a third license.).

50. As per claim 19, Barton teaches the hub network of claim 18, wherein said hub network defines a local environment including said server and said client (Page 14, lines 24-29; page 15, lines 17-19. DVR receives and transmits data to other devices, including another DVR. Server and client components form a local environment.).

51. As per claim 20, Barton teaches the hub network of claim 19, wherein said local environment is a limited area defined relative to said server (Page 14, lines 24-29; page 15, lines 17-19. DVR receives and

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transmits data to other devices, including another DVR. The local environment is limited to communication between server and client components.).

Conclusion

52. The following prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

i) Andreaux et al. US Publication #2003/0051153

53. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

54. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joshua Joo whose telephone number is 571 272-3966. The examiner can normally be reached on Monday to Friday 7 to 4.

55. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan J. Flynn can be reached on 571 272-1915. The fax phone number for the organization where this application or proceeding is assigned 571-273-8300.

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56. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/J. J./
Examiner, Art Unit 2154

/Nathan J. Flynn/
Supervisory Patent Examiner, Art Unit 2154